

**SECOND AMENDMENT TO DEDICATION
OF SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA**

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State hereinabove set forth, and in the presence of the undersigned and competent witnesses, on this 18th day of March, 2014, personally came and appeared:

TRINITY DEVELOPERS, L.L.C., a Louisiana limited liability company, herein represented by John J. Ploue, III, Joseph Panno and Danny Joyce its duly authorized sole members and manager, its mailing address being 740 Tunica Bend, Covington, Louisiana 70433 (hereinafter the "Developer").

WITNESSETH

WHEREAS, on or about May 15, 2007, Grand Oaks Development, L.L.C. executed that certain document entitled "Dedication of Servitudes, Easements and Restrictive Covenants" which was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 1621205 (hereinafter the "Original Covenants"); and

WHEREAS, pursuant to that certain instrument entitled Transfer of Developer Rights and Membership dated August 31, 2011 and filed as Instrument No. 1826232 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, Grand Oaks Development, L.L.C. transferred, set over, and assigned to Developer all of its Class A and Class B memberships in the Grand Oaks Homeowners Association, Inc., as well as all of its rights as the developer, as established and set forth in the Original Covenants; and

WHEREAS, pursuant to Article IV, Section 1 of the Original Covenants, the Developer has the unilateral right and authority to annex additional property to the Original Covenants and require that such property be encumbered thereby; and

WHEREAS, pursuant to Article X, Section 1 of the Original Covenants, the Developer has the unilateral right and authority to amend the Original Covenants.

WHEREAS, on April 2, 2012, Developer entered into and executed that First Amendment to Dedication of Servitudes, Easements and Restrictive Covenants (the "First Amendment") which annexed certain additional property to the Original Covenants and amended and modified said Original Covenants, with the First Amendment being recorded as Instrument No. 1850701 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana (the "First Amendment");

WHEREAS, the Developer now wishes to annex additional property to the Original Covenants, as amended by the First Amendment, and to further amend the Original Covenants and the First Amendment, all as more particularly set forth herein.

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NOW, THEREFORE, the Developer hereby annexes additional property to be encumbered by the Original Covenants, as amended by the First Amendment, as set forth below, and further amends the Original Covenants and First Amendment as follows:

**I.
ANNEXATION OF ADDITIONAL PROPERTY**

The Developer, as the owner of the following tract of land, does hereby subject said property to the Original Covenants, as amended by the First Amendment, with said property being more particularly described as follows, to wit:

A certain parcel of land situated in Section 17, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana and more fully described as follows.

Commence at the Quarter (1/4) Section Corner common to Sections 8 and 17, Township 7 South, Range 10 East and measure South 00 degrees 54 minutes 59 seconds East a distance of 494.22 feet to a point; Thence South 89 degrees 26 minutes 49 seconds East a distance of 443.72 feet to a point; Thence South 00 degrees 43 minutes 27 seconds East a distance of 362.83 feet to a point; Thence North 77°01'32" West a distance of 81.89 feet to a point Thence North 84°51'38" West a distance of 40.65 feet to the POINT OF BEGINNING

From the POINT OF BEGINNING measure
 South 00°43'27" East a distance of 169.82 feet to a point of curve;
 Thence along a curve to the left having a radius of 10.00 feet, a delta of 21°47'12", an arc length of 3.80 feet, and a chord which bears South 11°37'04" East having a chord distance of 3.78 feet to a point of reverse curve;
 Thence along a curve to the right having a radius of 60.00 feet, a delta of 133°34'25", an arc length of 139.88 feet, and a chord which bears South 44°16'33" West having a chord distance of 110.29 feet to a point of reverse curve;
 Thence along a curve to the left having a radius of 10.00 feet, a delta of 21°47'12", an arc length of 3.80 feet, and a chord which bears North 79°49'51" West having a chord distance of 3.78 feet to a point of tangency;
 Thence South 89°16'33" West a distance of 70.58 feet to a point;
 Thence South 00°43'27" East a distance of 128.70 feet to a point;
 Thence North 80°19'03" East a distance of 25.94 feet to a point;
 Thence South 80°01'23" East a distance of 114.64 feet to a point;
 Thence North 70°00'01" East a distance of 19.55 feet to a point;
 Thence South 00°59'21" East a distance of 1,199.48 feet to a point;
 Thence North 59°43'57" West a distance of 163.77 feet to a point;
 Thence North 00°59'21" West a distance of 87.64 feet to a point;
 Thence North 64°02'16" West a distance of 67.31 feet to a point;
 Thence North 00°59'21" West a distance of 17.00 feet to a point of curve;
 Thence along a curve to the right having a radius of 280.00 feet, a delta of 04°29'31", an arc length of 21.95 feet, and a chord which bears North 01°15'25" East having a chord distance of 21.95 feet to a point on a line;
 Thence North 59°14'15" West a distance of 125.44 feet to a point;

Thence North 13°09'42" West a distance of 114.68 feet to a point;
 Thence South 50°04'36" West a distance of 6.72 feet to a point;
 Thence North 69°04'20" West a distance of 187.56 feet to a point;
 Thence North 32°10'30" West a distance of 208.18 feet to a point;
 Thence North 48°16'49" West a distance of 116.81 feet to a point;
 Thence North 29°32'59" West a distance of 124.92 feet to a point;
 Thence North 13°26'32" East a distance of 73.30 feet to a point on a curve;
 Thence along a curve to the right having a radius of 280.00 feet, a delta
 of 53°00'48", an arc length of 259.07 feet, and a chord which bears North
 44°29'24" West having a chord distance of 249.93 feet to a point on a line;
 Thence North 69°27'28" East a distance of 60.08 feet to a point on a curve;
 Thence along a curve to the left having a radius of 220.00 feet, a delta
 of 56°49'34", an arc length of 218.20 feet, and a chord which bears South
 45°41'53" East having a chord distance of 209.36 feet to a point on a line;
 Thence North 16°21'30" East a distance of 90.49 feet to a point;
 Thence North 08°08'20" East a distance of 85.35 feet to a point;
 Thence North 07°38'17" East a distance of 84.53 feet to a point;
 Thence North 03°17'07" East a distance of 129.19 feet to a point;
 Thence North 48°23'31" East a distance of 68.64 feet to a point;
 Thence North 54°55'26" East a distance of 68.17 feet to a point;
 Thence North 61°58'29" East a distance of 157.47 feet to a point;
 Thence North 83°17'00" East a distance of 95.65 feet to a point;
 Thence North 88°27'53" East a distance of 99.94 feet to a point;
 Thence North 00°07'04" West a distance of 86.80 feet to a point;
 Thence South 84°51'38" East a distance of 202.19 feet to the POINT OF
 BEGINNING, and containing 788,616.89 square feet or 18.10 acre(s) of land,
 more or less.

II. AMENDMENTS

- 2.1** Item T of Section 1 of Article IX of the Original Covenants, as amended by the First Amendment, shall be further amended and restated to read as follows:

T) Each dwelling constructed on a Lot shall have an enclosed two (2) car garage with a side entrance being preferred but with a front load garage being permitted with the prior written approval of the Architectural Control Committee.

- 2.2** Item BB of Section 1 of Article IX of the Original Covenants shall be amended and restated to read as follows:

BB) All driveways and aprons must be concrete and must connect the driveway from the street to the garage. All driveways shall be a minimum of ten (10') feet in width and shall be constructed not closer than two (2') feet from the side property line. Any culvert under a driveway should extend four (4') feet past the edge of the drive on both sides.

2.3 Item FF of Section 1 of Article IX of the Original Covenants as amended by the First Amendment, shall be further amended and restated to read as follows:

FF) Sod and Landscaping. Upon the construction of any home or structure on any Lot in GRAND OAKS SUBDIVISION, the entire front yard shall be fully sodded and landscaped to the satisfaction of the Developer or the Architectural Control Committee. In addition, one Live Oak tree (*Quercus Virginiana*) minimum one and one-half (1 1/2) inch caliper measured twelve (12) inches above the ground and at least ten (10') feet in height, must be planted in the front yard of each lot at a location selected by the Architectural Control Committee. Further, one (1) other planted or existing tree one and one-half (1 1/2) inch caliper, measured twelve (12) inches above the ground must be in the front and rear yard of any interior lot. Corner lots shall have the same additional requirements on the side streets. Should any tree required, pursuant to this Section FF die or be diseased to the extent that it is unlikely to survive, in the discretion of the Developer or the Architectural Control Committee, said tree shall be replaced within thirty (30) days of written notification to the Owner from the Developer or the Architectural Control Committee. Any tree planted pursuant to the provisions of this Section FF must be properly supported with not less than three (3) stakes, duly tied.

The following list contains approved trees, and no other trees may be planted on any lot without the prior written consent of the Architectural Control Committee:

Recommended Trees:

<u>Common Name</u>	<u>Botanical Name</u>	<u>Uses, Qualities and Remarks</u>
Live Oak*	<i>Quercus Virginiana</i>	Evergreen
Water Oak Shumark Oak Willow Oak*	<i>Quercus Phellos</i>	Shade tree, fine texture
Southern Red Oak Cherry Bark Oak*	<i>Quercus Falcata</i> <i>Quercus Falcata</i>	Shade tree, red fall color Red fall color, long lived shade tree
Cow Oak* Southern Magnolia*	<i>Quercus Michauxii</i> <i>Magnolia Grandiflora</i>	Shade tree, fall color
Evergreen, fragrant white flowers		
Cypress Green Ash*	<i>Taxodium Distichum</i> <i>Fraxinum</i> <i>Pennsylvanica</i>	Fall color, waterside planting

Fall color, excellent shade tree

Langleaf Pine*	Pinus Palustris	Large evergreen
Slash Pine*	Pinus Elliottii	Evergreen
Tulip Tree	Liriodendron Tulipifera	Good upright, shade tree, fall color
Cottonwood*	Populus deltoides	Fastest growth shade tree
Lombardi Poplar	Populus nigra 'Italica'	Fast growth buffer tree

- 2.4 Item HH of Section 1 of Article IX of the Original Covenants as amended by the First Amendment, shall be further amended and restated to read as follows:

HH) Facade Material. The exterior walls of every home, residence and/or dwelling within GRAND OAKS SUBDIVISION shall be constructed of brick or stucco or a combination of both. Vinyl siding shall not be permitted except on the soffit and fascia of the home, residence and/or dwelling. Any other wall material, other than those specifically provided for hereinabove, may not be used without the prior written consent of the Architectural Control Committee.

- 2.5 Item II of Section 1 of Article IX of the Original Covenants, as amended by the First Amendment, shall be deleted in its entirety.

- 2.6 Section 2 of Article X of the Original Covenants is hereby amended and restated to read as follows:

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of GRAND OAKS SUBDIVISION. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, by any owner of any Lot which becomes subject to the provisions hereof. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages.

Notwithstanding the foregoing or anything contained herein to the contrary, and in addition to the provisions provided for in Article VII hereinabove with respect to delinquent assessments, upon the violation of any of the provisions of this Dedication of Servitudes and Restrictive Covenants, or any Regulations of the Association, the

Board of Directors of the Association shall have the power to impose reasonable monetary finds which shall constitute a real obligation and lien upon the Lot or Dwelling, the owners or occupants of which are guilty of such violation as well as the power to suspend such Owner's rights to vote in the Association or suspend such Owner's rights (along with the rights of such Owner's family, guests, tenants and the co-owners of such Owner and their respective families, guests and tenants), to use any of the recreational facilities located in the Common Areas. The Board of Directors shall have the power to impose all or any combination of these sanctions. Should the Board of Directors choose to impose any such sanction, it shall provide written notice to the effected Owner with the notice of the alleged violation, and shall provide the Owner not less than fifteen (15) days in which to come into compliance and cure the violation.

III. SURVIVING PROVISIONS

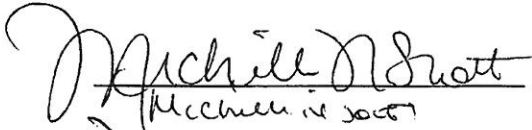
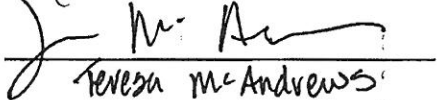
In all other respects, the Original Covenants, as amended by the First Amendment, except as expressly hereby amended, shall remain in full force and effect.

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THUS DONE AND PASSED in Covington, Louisiana on the date any year set forth hereinabove.

WITNESSES:

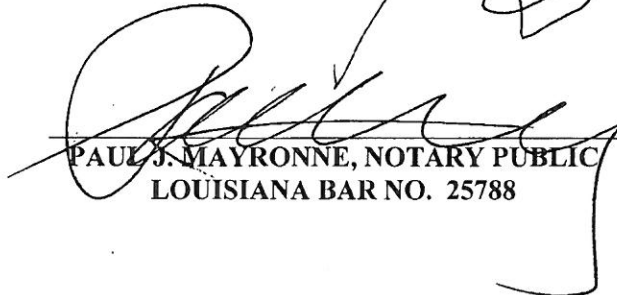
TRINITY DEVELOPERS, L.L.C.


Michelle D. Scott

Teresa McAndrews

By: 
JOHN J. PLOUE, III, MEMBER/MANAGER

By: 
JOSEPH PANNO, MEMBER

By: 
DANNY JOYCE, MEMBER


PAUL J. MAYRONNE, NOTARY PUBLIC
LOUISIANA BAR NO. 25788